if the debtor survives the other spouse. *In re Meyer's Estate* (1911) 232 Pa. 89, 81 Atl. 145. An interesting question is presented whether a conveyance by the husband and wife can defeat such a lien. It is generally held that it can, *Jordan* v. *Reynolds* (1907) 105 Md. 288, 66 Atl. 37; *Beihl* v. *Martin* (1912) 236 Pa. 519, 84 Atl. 953, and a trustee in bankruptcy is not entitled to an order restraining the conveyance. *In re Beihl* (D. C. 1912) 197 Fed. 870. Yet in *Servis* v. *Dorn* (1909) 76 N. J. Eq. 241, 76 Atl. 246, the court refused to hand over to the mortgagors of an estate by the entirety the surplus arising from the foreclosure sale on the ground that the creditors of the husband had a lien on the fund which would become effective if he survived his wife. It would seem, however, that, if they had a right to convey the land and thus defeat a possible realization by his creditors, they would be entitled to the fund and be equally free to defeat any contingent lien attaching to it. Practically, in most jurisdictions if the creditors acquire nothing more than a contingent lien, the trustee in bankruptcy acquires nothing of value. The instant case seems to be in accordance with the general view.

BILLS AND NOTES—AUTHORITY TO FILL IN BLANKS—ALTERATION.—The defendants, to accommodate the maker, signed an order note as indorsers, leaving blank the space for the name of the payee, and handed the instrument to the maker. The maker, proposing to sell the instrument to X, inserted his name as payee. X, however, refused to purchase the note. Thereafter, the plaintiff bank, with the consent of the maker, inserted after X's name the words "or bearer" and discounted the note. *Held,* in an action against the indorsers, that they were discharged since the insertion was beyond the authority granted. *First Nat'l Bank of Hartsville* v. *Wood* (S. C. 1918) 95 S. E. 140.

It is well settled that the substitution of "or bearer" for "or order" is a material alteration of an instrument, *Marshall* v. *Wilhite Church* (1889) 4 Ohio C. C. 203; see *Builders' Lime & Cement Co.* v. *Weimer* (1915) 170 Iowa 444, 151 N. W. 100, because the mode of transfer is thereby affected. *McCauley* v. *Gordon* (1879) 64 Ga. 221. However, there is some authority to the contrary based on the proposition that such an alteration does not prejudice the obligor. *McLaughlin* v. *Venine* (1870) 2 Wyo. 1. The latter view seems incorrect because the law, to prevent tampering with negotiable instruments, *cf. McCauley* v. *Gordon, supra,* considers material any alteration that affects the identity of the obligation evidenced by the writing, regardless of detriment or benefit to the obligor. *Barton Savings Bank & Trust Co.* v. *Stephenson* (1914) 87 Vt. 433, 89 Atl. 639; *Commonwealth Nat'l Bank* v. *Baughman* (1910) 27 Okla. 175, 111 Pac. 332. Since an instrument "to the order of X or bearer" may be negotiated by delivery, *Bitzer* v. *Wagar* (1890) 83 Mich. 223, 47 N. W. 210; *Bate* v. *Heywood* (So. Afr. 1882) 2 E. D. 153, the court's view that the unauthorized addition of the words "or bearer" to an order instrument is a material alteration is correct. *Croswell* v. *Labree* (1888) 81 Me. 44, 16 Atl. 331; see *Builders' Lime & Cement Co.* v. *Weimer, supra; contra, Weaver* v. *Bromley* (1887) 65 Mich. 212, 31 N. W. 839. But it is difficult to justify the application of that doctrine to the principal case, for there it appears that the insertion of those words was simply an authorized filling in of the blank. Where an instrument containing blanks is entrusted to a party for his accom-

modation, in the absence of other facts, he is not only authorized to fill in the blanks so as to make the instrument available for the purpose for which it was entrusted, but has the additional right, inasmuch as the filling in is of no effect until delivery, to change what he has already inserted so that the instrument may conform to that purpose. *Douglass* v. *Scott & Fry* (1837) 35 Va. 43. In the principal case the insertion of the words "or bearer" was certainly made in order to secure the sale of the note, which was the purpose contemplated by the defendants. The fact that the instrument contained the words "or order" can hardly be considered inconsistent with an authority to make the instrument payable to bearer, *cf.* Neg. Inst. Law § 9 (3), and the circumstances, on the whole, seem to justify the inference that the maker was actually authorized to complete the note as he did.

CONSTITUTIONAL LAW—APPROPRIATIONS TO SECTARIAN SCHOOLS.—The plaintiffs brought a bill to enjoin the payment of county funds to certain Catholic institutions for the maintenance of dependent children committed thereto by statutory provision. Children of various faiths were sent to these institutions. The Catholic catechism was taught to all, but only Catholic children were required to attend the Catholic chapel. *Held,* since the proposed payment was less than the actual cost of maintaining the children, it would not be a violation of a constitutional prohibition against payments of public funds "in aid of any church or sectarian purpose". *Trost* v. *Ketteler Manual Training School* (Ill. 1918) 118 N. E. 743.

Most state constitutions provide in substance that no public funds shall be appropriated in aid of any sectarian purpose or institution. Ill. Constitution, Art. VIII, § 3; Mont. Constitution, Art. V, § 35; Index Dig. of State Constitutions Prepared for the N. Y. State Constitutional Convention Commission (1915) 585-6, 1253-5. As a general rule, sectarian instruction or exercises in a public school will make it sectarian within the meaning of such provisions. *State ex rel. Weiss* v. *District Board* (1890) 76 Wis. 177, 44 N. W. 967; *Hysong* v. *Gallitzin Borough* (1894) 164 Pa. 652, 30 Atl. 480. As to what constitutes sectarian instruction there is a diversity of opinion. By the great weight of authority, reading the Bible in a public school without comment is not sectarian instruction. *Stevenson* v. *Hanyon* (1898) 7 Pa. Distr. R. 585; *Church* v. *Bullock* (Tex. Sup. Ct. 1908) 109 S. W. 115; *contra, State ex rel. Weiss* v. *District Board, supra*; *People ex rel. Ring* v. *Board of Education* (1910) 245 Ill. 334, 92 N. E. 251. On the same principle, appropriations of public funds for the support of privately managed reform or industrial schools or orphan asylums in which sectarian instruction is given have been held invalid. *County of Cook* v. *Chicago Industrial School* (1888) 125 Ill. 540, 18 N. E. 183; *State ex rel. Nevada Orphan Asylum* v. *Hallock* (1882) 16 Nev. 373. In the instant case, the question arises whether an appropriation of less than the actual cost of maintaining the inmates constitutes "aid" or support within the meaning of the constitutional prohibition. It has been held that any appropriation, regardless of the amount or the rendition of services therefor, is an "aid" to such a school. *County of Cook* v. *Chicago Industrial School, supra*; *State ex rel. Nevada Orphan Asylum* v. *Hallock, supra,* and a literal interpretation would seem to sustain such a result. But the Illinois courts, influenced doubtless by the fact that these institutions are performing a duty which the state would otherwise have to perform at a greater